

in which those listings are to appear. Ameritech Advertising Services will provide Brooks with appropriate service order close dates within thirty (30) days of this information becoming available.

- 3.2 *Other Directories.* Ameritech Advertising Services may, at no charge, include the listings of Brooks' subscribers in any other directories published by Ameritech Advertising Services and its affiliates.

#### **ARTICLE IV. DIRECTORY ASSISTANCE DATABASE SERVICES**

- 4.0 *Inclusion in Directory Assistance Database.* Upon request, Ameritech Advertising Services will facilitate the inclusion of Brooks' subscribers in the Ameritech local exchange carrier's directory assistance database by providing Brooks' Listing Updates to the Ameritech local exchange carrier for inclusion in its directory assistance database. The terms and conditions under which such information is included in the directory assistance database are set forth in a separate agreement between the Ameritech local exchange carrier and Brooks.

#### **ARTICLE V. OTHER TERMS AND CONDITIONS**

- 5.1 *Limitation of Liability.* In no event shall Ameritech Advertising Services or Brooks be liable for incidental or consequential damages of any kind.
- 5.2 *Mutual Indemnity.* Except as otherwise provided in this Agreement, each party (the "Indemnitor") shall defend and indemnify the other (the "Indemnitee") from any and all claims, demands, suits or damages (including reasonable attorney fees), whether based on contract or tort, arising out of or in connection with the performance of its obligations under this Agreement, unless caused by the negligence or willful acts of the Indemnitee.
- 5.2.1 It is understood that either party may have tariffs or contracts that limit its liability for any errors and omissions in the performance of the obligations under this Agreement, and to the extent the terms of such tariffs or contracts are enforceable, such terms shall be applicable.
- 5.2.2 The parties shall provide to each other any assistance reasonably required to defend any claim, demand, suit or complaint involving Directories published under this Agreement.
- 5.3 *Subcontracting.* Ameritech Advertising Services shall have full power and authority to enter into contracts with third parties to perform the services to be provided by it under this Agreement. Upon notice from Ameritech Advertising Services, Brooks agrees to cooperate with such third parties to the extent reasonably requested by Ameritech Advertising Services. Nothing in this Paragraph shall relieve Ameritech Advertising Services of its obligations to Brooks under this Agreement, except as expressly agreed in writing by Brooks.
- 5.4 *Right to Audit.* Each of the parties may audit the records and operations systems of the other party as they pertain to the charges or functions to be performed pursuant to this Agreement.
- 5.5 *Other Businesses; No interest Created.* Except as otherwise specifically provided in this Agreement, nothing contained herein shall be deemed to limit or restrict either party in the conduct of its business, nor shall anything in this Agreement be deemed to create any

interest in favor of Brooks or Ameritech Advertising Services in the assets, revenues, earnings or otherwise in the business of the other.

5.6 *Use of Name, Marks.* Ameritech Advertising Services will use Brooks' name and/or trademarks in connection with publishing Directories under this Agreement. Use of Brooks' name and or trademarks shall be subject to Brooks' prior review and written approval which shall not be unreasonably withheld. Nothing in this Agreement shall preclude Ameritech Advertising Services from using the names or trademarks of other telecommunications providers in connection with publishing Directories or providing other products or services.

5.7 *Notices.* All notices or other communications under this Agreement shall be in writing and shall be deemed to have been given if mailed first class postage prepaid by United States mail, overnight express mail, personal delivery, telegram, telex or facsimile.

5.7.1 Notices to Brooks Fiber Communications of Michigan shall be given to:

Brooks Fiber Communications of Michigan  
2855 Oak Industrial Drive, N.E.  
Grand Rapids, MI 49506  
Attention: Martin Clift  
Facsimile: (616) 224-5110

5.7.2 Notices to Ameritech Advertising Services shall be given to:

Ameritech Advertising Services  
100 E. Big Beaver Road, Suite 700  
Troy, Michigan 48083  
Attention: Director - Competitive Telecommunications Services  
Facsimile: (810) 524-7227

or at such other address as either party may hereafter designate by written notice.

5.8 *Binding Effect.* This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns.

5.9 *Governing Law.* This Agreement shall be governed by and construed under and in accordance with the laws of the State of Michigan.


5.10 *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement, and supersedes any prior agreements, between the parties with respect to the subject matter. There are no other understandings, representations or warranties, oral or written, relating to the subject matter. This Agreement may not be amended except by a written instrument executed by both parties.

5.11 *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, and the Agreement shall be enforced to the greatest extent permitted by law.

5.12 *Compliance with Legal and Regulatory Requirements.* Brooks shall provide Ameritech Advertising Services with information concerning any legal or regulatory requirements, if any, imposed upon Brooks that may affect the performance of Ameritech Advertising Services' obligations under this Agreement.

- 5.13 *Headings.* The headings in this Agreement are for convenience only and are not a part of this Agreement.
- 5.14 *Term and Termination.* This Agreement shall be effective on March 20, 1996, and shall apply to all Directories published on or after that date. This Agreement shall terminate March 19, 1997, unless earlier terminated or extended as provided in this Agreement.
- 5.14.1 The term of this Agreement shall be automatically renewed from year to year unless either party gives written notice of termination at least three (3) months in advance of the original or any renewal termination date.
- 5.14.2 This Agreement may be terminated by either party in the event the other party materially breaches its obligations under the Agreement, provided, however, that written notice of the breach is provided not less than ninety (90) days prior to termination and the other party fails to cure the breach within sixty (60) days of notice of breach.
- 5.15 *Confidentiality.* The existence or terms of this Agreement shall be kept confidential and shall not be disclosed to any third party without the prior consent of the parties, except as may be necessary to perform under or enforce this Agreement, or to comply with the terms of a subpoena or regulations of orders of a regulatory agency, or other legal process or order.
- 5.16 *Surviving Obligation.* Obligations of the parties which by their nature are continuing shall survive the expiration or termination of this Agreement.
- 5.17 *Force Majeure.* Neither party shall be held liable for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, inability to secure material or transportation facilities, act or omission of carriers or other similar event beyond its control. Upon occurrence of such an event under this Paragraph, the party whose performance is affected shall give immediate notice to the other party, which shall then have the option of suspending this Agreement for the duration of the event.
- 5.18 *No Third Party Rights.* The provisions of this Agreement are intended solely for the benefit of the parties to this Agreement, and no third-party beneficiary or other rights are created in favor of any other person or entity.
- 5.19 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original.

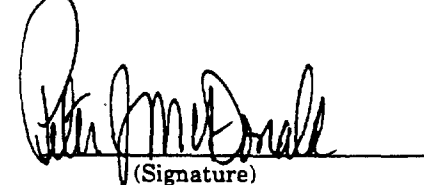
BROOKS FIBER COMMUNICATIONS  
OF MICHIGAN

By:   
(Signature)

LARRY VANDER VEEN  
(Printed Name)

Its: REGIONAL VICE PRESIDENT  
(Title)

AMERITECH ADVERTISING SERVICES

By:   
(Signature)

Peter J. McDonald  
(Printed Name)

Its: PRESIDENT  
(Title)

Exhibit C

**Dispute Resolution between Executives.**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within seven (7) business days after delivery of this notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of the arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

- (a) All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- (b) If the matter has not been resolved within forty-five (45) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either party may, but shall not be required to, initiate non-binding mediation of the controversy or claim under the then-current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes or proceed with any other remedy available pursuant to law or equity
- (c) Continued Performance. Ameritech shall continue to provide services under this Agreement during the dispute resolution proceedings and Customer shall continue to make payments to Ameritech in accordance with this Agreement.

**Case No. U-11178**

**OPERATOR TOLL AND ASSIST SERVICES AGREEMENT**

**Dated May 17, 1996**

**by and between**

**AMERITECH**

**and**

**BROOKS FIBER**

May 3, 1996

**EXHIBIT E**

**OPERATOR TOLL AND ASSIST SERVICES AGREEMENT**

**THIS AGREEMENT**, is effective as of the 17th day of May, 1996, between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation, and as an agent for Ameritech Michigan ("Ameritech") and Brooks Fiber Communications of Michigan, Inc. ("Customer") doing business as Brooks Fiber Communications.

WHEREAS Ameritech wishes to provide and Customer wishes to acquire Ameritech's Operator services; and

WHEREAS both parties want to expand their business relationship;

THEREFORE, in consideration of the promises and covenants contained herein, the parties do mutually agree as follows.

**1. Scope of the Agreement**

1.1 This Agreement establishes the terms and conditions governing the provision to the Customer by Ameritech of manual and automated intraLATA Operator Toll and Assist Services.

**2. Scope of the Services**

2.1 Ameritech will provide manual and automated Operator Toll and Assist (OS) services to Customer. The OS services will include Local and intrastate intraLATA and interstate intraLATA services. Exhibit A defines those services and the charges applicable to each. Customer exchanges for which these services will be provided are listed in Appendix A attached to this Agreement. 2.2 Customer will provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for OS services. Additional Customer responsibilities for delivering traffic to Ameritech are set forth in Exhibit B.

**3. Responsibilities of the Parties**

3.1 Ameritech will provide and maintain the equipment at its OS offices necessary to perform the services under this Agreement, with the goal of assuring that the OS service meets current industry standards.

3.2 Ameritech will provide OS in accordance with its then current internal operating procedures and/or standards.

- 3.3 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the state regulatory commission having jurisdiction over the provision of such service. Customer has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent. Upon thirty (30) days written notice, Customer may perform on-site audits and review documents used to prepare bills. Ameritech will share upon request service results regarding speed of answer and average work time.
- 3.4 Customer is solely responsible for providing all equipment and facilities to deliver OS traffic to the meet point with Ameritech facilities. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities shall be provided by the respective companies, to the extent necessary.
- 3.5 Customer will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's operator offices. Customer will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference, whether from foreign wire lines or otherwise.
- 3.6 Customer will furnish to Ameritech all information necessary for provision of OS. This information includes, but is not limited to, emergency agency phone numbers, rate information (such as mileage bands, operator surcharge information), and originating screening information. Customer will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Customer will inform Ameritech of other changes in the records on a mutually agreed upon schedule.
- 3.7 For branding of Calling Card calls, Customer must provide a cassette tape of an announcement, no longer than 3 seconds, for installation on each OS switch serving Customer's customer. For custom branding of all OS calls (when available), Customer must provide two cassette tapes of an announcement, no longer than 3 seconds. One tape will be for installation on each OS switch serving Customer's customer. The second will be used to create an announcement on the platform providing custom branding.
- 3.8 Ameritech will supply Customer with call detail information so that Customer can rate and bill the call. This information excludes rating and invoicing of end users.

#### **4. Billing and Payment**

- 4.1 Ameritech will bill Customer monthly for the OS services it performs at the rates specified in Exhibit A, which will include detailed billing information as required to substantiate its charges.
- 4.2 Customer will pay Ameritech for all undisputed amounts within thirty (30) days of receipt of the invoice for the OS services performed by Ameritech. When the payment date falls on a weekend or holiday, the due date shall be the next business day. Disputed amounts will be paid as outlined in Section 4.5 below.
- 4.3 A late payment charge of 1.5% monthly or the highest legal rate will be charged if payment is not received within forty-five (45) days of Customer's receipt of the invoice.
- 4.4 If any portion of the billing statement is in dispute, the disputing party shall inform the other party in writing of the disputed amount(s) involved. "Post payment disputed amounts" shall also be declared in writing to the other party subsequent to the payment and receipt of funds applicable to the disputed portion of any statement. Parties will have until thirty (30) days from the date the disputing party identified the dispute in writing to resolve the dispute. Such disputed amounts or post payment disputed amounts shall be payable by the 15th day from the date of resolving the dispute. In the event a dispute cannot be reconciled between the parties, it shall be resolved through the procedure described in Exhibit C.

#### **5. Term and Termination**

- 5.1 This Agreement shall become effective on the day it is signed by both parties and shall remain in effect for one (1) year.
- 5.2 The charges for the services provided under this Agreement (i) are set forth in Exhibit A attached hereto, (ii) shall remain firm fixed for the initial one (1) year term of this Agreement, and (iii) may be revised after such initial term pursuant to written notice given to Customer no less than sixty (60) days in advance of the effective date of the price revision.
- 5.3 This Agreement shall be automatically renewed after the initial term and shall continue in full force and effect until terminated in writing by either party ninety (90) days in advance of the expiration of the initial term. Subsequent to the initial term, this Agreement may be terminated by either party with ninety (90) days written notice.



5.4 If either party materially fails to perform its obligations under this Agreement, the performing party, after notifying the non-performing party of the failure to perform and allowing the non-performing party thirty (30) days to cure such failure, may terminate this Agreement immediately upon written notice to the non-performing party.

5.5 Upon termination of this Agreement, all claims by Ameritech or Customer for amounts due from the other under this Agreement must be made in writing within ninety (90) days after the termination of this Agreement.

5.6 Notwithstanding anything to the contrary in this Agreement, if legal or regulatory decisions or rules compel Ameritech or Customer to change the Agreement, then the parties will meet, negotiate and, if accord is reached, make the required changes by written agreement. If any changes are material and either of the parties determines that such material changes are not consistent with its interests, it may terminate the Agreement. Termination under these conditions shall be deemed a termination without cause, and neither party shall have any liability in connection with such termination.

## **6. Indemnification**

6.1 To the extent not prohibited by law, each party shall defend, indemnify the other and hold it harmless against any loss, cost, claim, injury, or liability arising out of negligence or willful misconduct by the Indemnifying Party, its agents or contractors, in connection with the Indemnifying Party's provision of services and/or functions under this Agreement. The Indemnified Party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demand for which the other party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.

6.2 The Indemnifying Party agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability including reasonable attorney fees. The Indemnifying Party shall not be liable for settlements by the Indemnified Party unless the Indemnifying Party has approved such settlements in advance and agrees to be bound by the agreement incorporating such settlements.

6.3 Without limiting the generality of the foregoing, to the extent that any services are performed in the State of Ohio each party hereby waives any immunity from its obligations to defend, indemnify and hold harmless the other party its corporate affiliates, their officers, employees and agents against and from claims by employees of each party, which immunity would

otherwise arise by operation of Ohio Revised Code §§4123.74 and 4123.41 and Section 35, Article II, Ohio Constitution or any other statute or constitutional provision.

## **7. Limitation of Liability**

- 7.1 Each party shall use reasonable efforts to perform its commitments under this Agreement; however, except as provided in Section 7.2, Ameritech shall not be liable for any loss, nor for defects or equipment failures, caused in whole or in part by conduct of Customer, Customer's agents, servants, contractors or others acting in aid or in concert with Customer.
- 7.2 In the case of any loss, cost, claim injury or liability arising from the negligence or willful misconduct of both parties, each party shall bear, and its obligations under Section 6 shall be limited to, that portion of the resulting expense caused by its (including that of its agents, servants, contractors or others acting in aid or concert with it) negligence or misconduct.
- 7.3 Except for indemnity obligations which arise with respect to third party claims, each party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act or omission in its performance of this Agreement (not involving willful or wanton misconduct), whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.4 Under no circumstances shall Ameritech be liable to Customer or Customer's customer for any failure with respect to completion of emergency calls.
- 7.5 These remedies shall be exclusive of all other remedies against Ameritech or Customer, their affiliates, subsidiaries or parent corporation (including their directors, officers, employees or agents).
- 7.6 Except for indemnity obligations which arise and relate to personal injury, neither party shall have any liability whatsoever to or through the other for any indirect, special, or consequential damages, including, but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder, even if the other party has been advised of the possibility of such damages.**

## **8. Miscellaneous**

- 8.1 Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.
- 8.2 Independent Contractor. Each party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the parties. Each party and each parties' contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 8.3 Force Majeure. Neither party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence such as acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, or terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers.
- 8.4 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- 8.5 Confidentiality. Any information such as specifications, drawings, sketches, models, samples, data, computer programs and other software and documentation of one party that is furnished or made available or otherwise disclosed to the other party pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the disclosing party. Proprietary information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be transmitted by the disclosing party to the receiving party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the receiving party to be free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the receiving party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by the receiving party and its

employees, contractors, agents and affiliates; (b) shall be disclosed to only those employees, contractors, agents or affiliates who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in writing by the parties.

**8.6 Governing Law.** This Agreement shall be governed by the laws of the state in which the services are performed.

**8.7 Taxes.** Customer shall pay or otherwise be responsible for all taxes which arise under this Agreement, except for any tax on Ameritech's corporate existence, status or income, including, if applicable, the Michigan Single Business Tax. Taxes shall be billed as separate items on the invoice.

**8.8 Assignment.** Neither Ameritech nor Customer may assign this Agreement to a third party without the prior written consent of the other; provided that Ameritech and Customer may assign this Agreement to a corporate affiliate upon prior written notice. Without limiting the generality of the foregoing, this agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

**8.9 Non-Waiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

**8.10 Notices.** Notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

To Customer:

Brooks Fiber Communications  
2855 Oak Industrial Drive NE  
Grand Rapids, Michigan 49506  
Attn: Mr. Martin W. Clift, Jr.

To Ameritech:

Ameritech Information Industry Services  
350 North Orleans, Floor 3  
Chicago, IL 60654  
Attn: Vice President and General Counsel

or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three (3) days after mailing in the case of first class or certified U.S. mail.

8.11 Publicity. Except as otherwise provided in this Agreement, neither party shall identify, either expressly or by implication, the other party or its corporate affiliates, or use any of their names, trademarks, trade names, service marks or other proprietary marks in any advertising, press releases, publicity matters or other promotional materials without such party's prior written consent.

8.12 Survival. The parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.13 Joint Work Product. The Agreement is the joint work product of the parties and, in the event of any ambiguities, no inferences shall be drawn against either party.

8.14 No Third Party Beneficiaries. Nothing in this Agreement shall be interpreted, construed or regarded as creating any third-party beneficiary rights, either express or implied.

8.15 Entire Agreement. The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties.

Attached and incorporated herein are:

- |            |   |  |
|------------|---|--|
| Exhibit A  | - | Operator Services                                |
| Exhibit B  | - | Required Facilities                              |
| Exhibit C  | - | Dispute Resolution Between Executives            |
| Appendix A | - | Customer Offices with Ameritech Operator Service |

May 3, 1996

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed as of this 17 day of May, 1996.

Brooks Fiber Communications

Ameritech Information Industry  
Services, a division of Ameritech  
Services, Inc. on behalf of Ameritech  
Michigan

By: Martin W. Clift Jr.

Printed: Martin W. Clift Jr.

Title: Director Regulatory Affairs

By: Gregory J. Dunning

Printed: Gregory J. Dunning

Title: VP - Wkt Sales - Business Network



**Exhibit A**

**Operator Services**

**A. Definitions - Operator Services consist of the following services.**

**1. Manual Call Assistance - manual call processing with operator involvement for these services:**

- a. Calling card - the customer dials 0+ or 0- and provides operator with calling card number for billing purposes.
- b. Collect - the customer dials 0+ or 0- and asks the operator to bill the call to the called number, provided such billing is accepted by the called number.
- c. Third number billed - the customer dials 0+ or 0- and asks the operator to bill the call to a different number than the calling or called number.
- d. Operator assistance - providing local and intraLATA operator assistance for the purposes of:
  - 1) assisting customers requesting help in completing calls or requesting information on how to place calls;
  - 2) handling emergency calls;
  - 3) verifying "no answer" and "busy" conditions for customer;
  - 4) interrupting calls in progress for customer;
  - 5) handling credits and coin telephone local refund requests;
  - 6) providing local and intraLATA operator assisted call rate information; and
  - 7) handling person to person calls.
- e. Operator Transfer Service (OTS) - calls in which the end user dials "0" and is connected to an Ameritech operator and may request call routing to an IXC subscribing to OTS. The operator will key the IXC's digit carrier identification code to route the end user to the requested IXC's point of termination.

2. Automated Call Assistance - mechanized call processing without operator involvement for these services, specifically:
  - a. Automated calling card service (ACCS) - the customer dials 0 and a telephone number, and responds to prompts to complete the billing information.
  - b. Automated collect and third number calling (ACTC) - the customer dials 0 and a telephone number and responds to prompts to process the call and complete the billing information (Customer branding not currently available).
  - c. Automated coin toll services (ACTS) - ACTS calculates charges, relates the charge to the customer, and monitors coins deposited before connecting the 1 + intraLATA or interLATA call.
3. Line Information Database (LIDB) Validation - mechanized queries to a LIDB for billing validation.
4. Branding - the ability to put Customer's brand on the front end of an OS call that is directly trunked into Ameritech's OS switch. "Custom Branding" provides the ability to put Customer's brand on that portion of the OS call going out to the called/billed party.

**B. Rate Application** - Ameritech will provide Operator Services and will bill Customer the applicable rates on a monthly basis, in accordance with the following methodology:

1. Operator Assistance - operator call occurrences multiplied by the per call rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
2. Automated Call Assistance (ACCS, ACTC and ACTS) - call occurrences multiplied by the per call occurrence rate, except as provided in B.5. Total call occurrences shall include all processed calls whether or not they are completed.
3. LIDB Validation - validation occurrences multiplied by the LIDB validation per occurrence rate, except as provided in B.5. Total validation occurrences shall include all validations whether or not the call is completed.



Ameritech will accumulate operator occurrences, automated occurrences, and LIDB validation occurrences via its Operator Services Call Analysis System (OSCAS). OSCAS utilizes TOPS AMA recordings to produce monthly summaries of mechanized and manual call occurrences.

In the event Ameritech is responsible for lost, destroyed or mutilated TOPS AMA recordings, Ameritech will not bill Customer for those calls for which there are no records. However, if within ninety (90) days, actual data should become available, Ameritech will bill Customer for those calls using actual data.

### C. Rate Table

1. Operator Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$ .466 per occurrence

2. Automated Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$ .060 per Ameritech branded occurrence

\$ .069 per Customer branded occurrence where  
Customer branding provided

3. LIDB Validation - one rate will apply.

\$ .0646 per occurrence when the information is not stored in  
Ameritech's LIDB

\$ .0369 per occurrence when the information is stored in  
Ameritech's LIDB.

4. Custom Branding - rate is a one time charge assessed on a per Voice Service Node basis. The Voice Service Node is the platform connected to the OS switch providing the branding capability.

\$4,000. per Voice Service Node

May 3, 1996

**Exhibit B**

**Required Facilities**

As provided in Sections 2 and 3 above, Customer is responsible for delivering its OS traffic to Ameritech's TOPS switch. Specifically, Customer needs to deliver its traffic direct from the end office to the TOPS switch location, and there can be no tandem switching. The TOPS location to which Customer will be responsible for delivering its OS traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Customer deliver its OS traffic to the TOPS switch most closely located to the Customer's exchange originating the call.



**STATE OF MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

In the matter of the application for Commission ) approval of an interconnection agreement ) between U.S. Network Corporation on ) behalf of USN COMMUNICATIONS, INC., and ) Ameritech Information Industry Services ) on behalf of AMERITECH MICHIGAN. ) <hr style="width: 100%;"/>	Case No. U-11239
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At the January 28, 1997 meeting of the Michigan Public Service Commission in Lansing,  
Michigan.

PRESENT: Hon. John G. Strand, Chairman  
Hon. John C. Shea, Commissioner  
Hon. David A. Svanda, Commissioner

**OPINION AND ORDER**

On October 30, 1996, USN Communications, Inc., (USN) and Ameritech Michigan filed a joint application for approval of an interconnection agreement entered into by U.S. Network Corporation on behalf of USN and Ameritech Information Industry Services on behalf of Ameritech Michigan. Both USN and Ameritech Michigan have been licensed by the Commission to provide basic local exchange service in certain exchanges within the State of Michigan. The interconnection agreement between USN and Ameritech Michigan establishes the relationship, terms, prices, and conditions under which USN will purchase bundled local exchange services from Ameritech Michigan for resale to USN's end-user customers.

A notice of opportunity to comment was issued on December 3, 1996. No comments were received.

#### Standard for Review

The application was filed pursuant to Section 252(e)(1) of the federal Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 USC 151 et seq. As a negotiated agreement, the following standard applies, pursuant to Sections 252(e) of the federal act:

- (2) GROUND FOR REJECTION - The State commission may only reject--
  - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--
    - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
    - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; . . .
- (3) PRESERVATION OF AUTHORITY - Notwithstanding paragraph (2), but subject to Section 253, nothing in this section shall prohibit a State commission from establishing or enforcing other requirements of State law in its review of an agreement, including requiring compliance with intrastate telecommunications service quality standards or requirements.

47 USC 252(e)(2) and (3).

Also relevant are provisions of the Michigan Telecommunications Act, 1991 PA 179, as amended by 1995 PA 216, MCL 484.2101 et seq; MSA 22.1469(101) et seq., primarily Section 203 and Article 3A, and the Commission's orders in Cases Nos. U-10647 and U-10860 as they relate to the rates, terms, and conditions of interconnection.

#### The Interconnection Agreement

The agreement between USN and Ameritech Michigan has a ten-year term. The providers represent that it establishes comprehensive rates, terms, and conditions for USN's purchase of

Ameritech Michigan's services at wholesale rates for resale. The agreement details the specific services to be purchased by USN, the associated discount plan, and wholesale rates. In addition, the application on page 3 in footnote 4 and in paragraph 7 of J. Thomas Elliott's affidavit addresses the provision of emergency telephone services (9-1-1).

The agreement consists of eight documents:

1. Ameritech Resale Local Exchange Service Confirmation of Service Order - Residence Services.
2. Addendum to Ameritech Resale Local Exchange Service Confirmation of Service Order - Residence Services.
3. Second Addendum to Ameritech Resale Local Exchange Service Confirmation of Service Order - Residence Services.
4. Agreement Between Ameritech Information Industry Services and U.S. Network Corporation for Resale Services.
5. Ameritech Resale Local Exchange Service Confirmation of Service Order - Business Service.
6. Addendum to Ameritech Resale Local Exchange Service Confirmation of Service Order - Business Services.
7. Second Addendum to Ameritech Resale Local Exchange Service Confirmation of Service Order - Business Services.
8. Agreement Between Ameritech Information Industry Services and U.S. Network Corporation for Resale Services - Business Services.

#### Discussion

After reviewing the application and relevant tariffs and documents in the Commission's files, it appears that there may be inconsistencies in the application and agreement concerning the provision of emergency telephone services.

The Commission concludes that when USN purchases bundled retail local exchange services at wholesale rates from Ameritech Michigan, 9-1-1 services are included in the services at the stated wholesale price for that bundled service. The Commission also notes that the interconnection agreement identifies the responsibilities of USN related to the provision of 9-1-1 services by specifying certain activities that are required for Ameritech Michigan to maintain an accurate 9-1-1 database.

If, however, it is USN's intent, through this interconnection agreement, to resell Ameritech Michigan's 9-1-1 related services that are provided to public safety answering points (PSAPs), then the interconnection agreement appears inconsistent or incomplete. Should it be the intent of USN to provide 9-1-1 service to PSAPs pursuant to the resale of Ameritech Michigan's services, then the Commission will allow USN and Ameritech Michigan to negotiate a clear, concise interconnection agreement that covers that service.

On the basis of its review, subject to resolution of the Commission's concern related to 9-1-1 service to PSAPs, the interconnection agreement between USN and Ameritech Michigan is consistent with federal and state law and is in the public interest.

The Commission FINDS that:

a. Jurisdiction is pursuant to 1991 PA 179, as amended by 1995 PA 216, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.; Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 USC 151 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; MSA 3.560(101) et seq.; and the Commission's Rules of Practice and Procedure, 1992 AACCS, R 460.17101 et seq.

b. The interconnection agreement as filed should be approved, subject to resolution of the issue concerning emergency telephone service to PSAPs.

**THEREFORE, IT IS ORDERED that:**

A. Approval of the agreement does not serve as precedent for Ameritech Michigan's obligations and does not alter its duty to comply with relevant federal and state law and past and future Commission orders.

B. USN Communications, Inc., and Ameritech Michigan shall have 30 days to negotiate a clear and concise interconnection agreement related to the provision of emergency telephone service to public safety answering points and shall file that interconnection agreement with the Commission for approval. In the alternative, USN Communications, Inc., and Ameritech Michigan shall advise the Commission by letter to its Executive Secretary within ten days that it is not USN Communications, Inc.'s intent to provide emergency telephone service to public safety answering points pursuant to this interconnection agreement.

C. The interconnection agreement filed jointly by USN Communications, Inc., and Ameritech Michigan is approved subject to the provisions of paragraph B above.

D. Ameritech Michigan and U.S. Network Corporation, Inc., shall file the final agreement, which is identical to the relevant exhibits attached to the application, within ten days of the issuance of this order.



The Commission reserves jurisdiction and may issue further orders as necessary.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ John G. Strand  
Chairman

( S E A L )

I dissent, as discussed in my separate  
opinion.

/s/ John C. Shea  
Commissioner

/s/ David A. Svanda  
Commissioner

By its action of January 28, 1997.

/s/ Dorothy Wideman  
Its Executive Secretary